

EXHIBIT 1.1.D

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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON**

ERIC BLOMQUIST, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

PERKINS COIE LLP, a Washington
limited liability partnership;
PERKINS COIE CALIFORNIA,
P.C., a California corporation;
PERKINS COIE U.S.; and LOWELL
NESS, individually,

Defendants.

Case No: 2:20-cv-00464-SAB

CLASS ACTION

**[PROPOSED] FINAL JUDGMENT
AND APPROVAL ORDER**

Chief Judge Stanley A. Bastian

Complaint Filed: December 16, 2020
Trial Date: Not Yet Set

JURY TRIAL DEMANDED

1 This matter came on for hearing on _____, 2023. Notice of
2 the hearing has been given in accordance with the Preliminary Approval Order;
3 the represented Parties having appeared by their attorneys of record; an
4 opportunity to be heard having been given to all other persons desiring to be
5 heard as provided in the Class Notice; and having considered the terms of the
6 proposed Settlement Agreement, the application of Class Counsel for an award
7 of attorneys' fees and expenses and for a service award to the Class
8 Representative, and all other the submissions and arguments with respect to the
9 Settlement Agreement, IT IS HEREBY ORDERED AS FOLLOWS:

10 1. This Final Judgment and Approval Order incorporates the
11 Settlement Agreement, including the Exhibits thereto, and incorporates the
12 definitions in the Settlement Agreement, and all terms used herein shall have the
13 same meanings as set forth in the Settlement Agreement unless otherwise stated.

14 2. The Court has jurisdiction over the subject matter of this Action,
15 and all Parties to the Action for purpose of settlement, including all Class
16 Members.

17 3. Pursuant to Federal Rule of Civil Procedure 23, the Court affirms
18 certification of the following Class for settlement purposes only:

19 All persons or entities who owned one or more Tokens on
20 November 19, 2018.

21 Excluded from the Class are: (i) jurists and mediators who are or
22 have presided over the Action, Plaintiff's Counsel and Defendants'
23 Counsel, their employees, legal representatives, heirs, successors,
24 assigns, or any members of their immediate family; (ii) Defendants,
25 any of their subsidiaries, parents, affiliates, and officers, directors,
26 employees, legal representatives, heirs, successors, or assigns, or
any members of their immediate family; (iii) GigaWatt Pte., Ltd.,
Cryptonomos Pte. Ltd., and Giga Watt Inc. and any of these entities'
subsidiaries, parents, affiliates, and officers, directors, employees,

1 partners, agents, legal representatives, heirs, successors, or assigns,
2 or any members of their immediate families; and (iv) any persons or
entities who timely and properly exclude themselves from the Class.

3 4. The Court finds that the persons and entities excluded from the
4 Class because they filed valid requests for exclusion are identified in Exhibit A
5 to this order. These persons and entities, who filed timely, valid requests for
6 exclusion are not bound by this Final Judgment and Approval Order or the terms
7 of the Settlement Agreement. Such persons and entities are not entitled to any
8 rights or benefits provided to Class Members by the terms of the Settlement
9 Agreement.

10 5. The Court directed that Class Notice be disseminated pursuant to the
11 Class Notice Program proposed by the Parties and approved by the Court. In
12 accordance with the Court's Preliminary Approval Order and the Court-approved
13 Class Notice Program, the Settlement Administrator caused the forms of Class
14 Notice to be disseminated as ordered. The Class Notice advised Class Members
15 of the terms of the Settlement Agreement; the Final Approval Hearing and their
16 right to appear at such hearing; their rights to remain in, or exclude themselves
17 from, the Class and to object to the Settlement Agreement; procedures for
18 exercising such rights; and the binding effect of this Final Judgment and
19 Approval Order, whether favorable or unfavorable, to the Class.

20 6. The distribution of the Class Notice pursuant to the Class Notice
21 Program constituted the best notice practicable under the circumstances, and
22 fully satisfied the requirements of Federal Rule of Civil Procedure 23, the
23 requirements of due process, 28 U.S.C. § 1715, and any other applicable law.
24 *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974); *Rodriguez v. West*
25 *Publ'g Co.*, 563 F.3d 948, 962 (9th Cir. 2009).
26

1 7. Pursuant to Federal Rule of Civil Procedure 23(e)(2), the Court
2 finds after a hearing and based upon all submissions of the Parties and interested
3 persons or entities, that the Settlement Agreement proposed by the Parties is fair,
4 reasonable, and adequate. In reaching this conclusion, the Court considered the
5 record in its entirety and heard the arguments of counsel for the Parties and other
6 persons seeking to comment on the proposed Settlement Agreement. [The Court
7 has carefully considered the objections to the Settlement Agreement, including to
8 Class Counsel's request for attorneys' fees and expenses, and finds the
9 objections are without merit, and they do not undermine the Court's
10 determination that the settlement as a whole "is fundamentally fair within the
11 meaning of Rule 23(e)." *Lane v. Facebook, Inc.*, 696 F.3d 811, 818–19 (9th Cir.
12 2012). Accordingly, the objections are overruled.

13 8. The Court has considered a number of factors, including: (1) the
14 complexity, expense, and likely duration of the litigation; (2) the reaction of the
15 Class Members to the Settlement Agreement; (3) the stage of the proceedings
16 and the amount of discovery completed; (4) the risks of establishing liability;
17 (5) the risks of establishing damages; (6) the risks of maintaining the class action
18 through the trial; (7) the ability of Defendants to withstand a greater judgment;
19 and (8) the reasonableness of the relief provided by the Settlement Agreement in
20 light of the best possible recovery. *Officers for Justice v. Civil Serv. Comm'n*,
21 688 F.2d 615, 625 (9th Cir. 1982); *Class Plaintiffs v. Seattle*, 955 F.2d 1268,
22 1291 (9th Cir. 1992); *Rodriguez*, 563 F.3d at 965.

23 9. The terms and provisions of the Settlement Agreement are the
24 product of lengthy, arms-length negotiations conducted in good faith and with
25 the assistance of an experienced mediator: the Honorable Benjamin P. Hursh.
26 Approval of the Settlement Agreement will result in substantial savings of time,

1 money and effort to the Court and the Parties, and will further the interests of
2 justice.

3 10. All Class Members who have not timely and validly excluded
4 themselves from the Class are Class Members who are bound by this Final
5 Judgment and Approval Order and by the terms of the Settlement Agreement.

6 11. Nothing in the Settlement Agreement, this Final Judgment and
7 Approval Order, or the fact of the settlement, constitutes any admission by any of
8 the Parties of any liability, wrongdoing or violation of law, damages or lack
9 thereof, or of the validity or invalidity of any claim or defense asserted in the
10 action.

11 12. The Court has considered the submissions by the Parties and all
12 other relevant factors, including the result achieved and the efforts of Class
13 Counsel and the other Plaintiff's Counsel in prosecuting the claims on behalf of
14 the Class. The efforts of Class Counsel and the other Plaintiff's Counsel have
15 produced the Settlement Agreement entered into in good faith, and which
16 provides a fair, reasonable, adequate, and certain result for the Class. Class
17 Counsel have made application for an award of attorneys' fees and
18 reimbursement of expenses in connection with the prosecution of the Action on
19 behalf of themselves and the other Plaintiffs' Counsel. The requested fee award
20 is 25% of the Common Fund. This amount is fair, reasonable, and adequate
21 under the common fund doctrine, the range of awards ordered in this District and
22 Circuit, the excellent results obtained, the substantial risk borne by Class Counsel
23 and the other Plaintiff's Counsel in litigating this matter, the degree of skill and
24 quality of work performed, the financial burden imposed by the contingency
25 basis of Class Counsel's and the other Plaintiff's Counsel's representation of
26 Plaintiff and the Class, and the additional work required of Class Counsel and the

1 other Plaintiff's Counsel to bring this settlement to conclusion. *Hanlon*, 150 F.3d
2 at 1029; *Six (6) Mexican Workers v. Ariz. Citrus Growers*, 904 F.2d 1301, 1311
3 (9th Cir. 1990); *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 570 (9th
4 Cir. 2019). The Court finds the fee award is further supported by a lodestar
5 crosscheck, whereby it finds that the hourly rates of Plaintiff's Counsel are
6 reasonable, and that the hours expended were reasonable. *Hyundai*, 926 F.3d at
7 570. Accordingly, the Court hereby awards \$_____ as attorneys' fees to be
8 paid in accordance with the terms of the Settlement Agreement. Class Counsel
9 shall be responsible for distributing and allocating the attorneys' fees and
10 expenses award to Plaintiff's Counsel in their discretion.

11 13. Class Counsel have also made application for an award of litigation
12 expenses in connection with the prosecution of the action on behalf of
13 themselves and the other Plaintiff's Counsel. Finding that such expenses were
14 reasonably and necessarily incurred in prosecuting the action on behalf of the
15 Class, the Court approves Class Counsel's request for litigation expenses in the
16 amount of \$_____, which is to be paid in accordance with the terms of
17 the Settlement Agreement. *Staton v. Boeing Co.*, 327 F.3d 938, 974 (9th Cir.
18 2003).

19 14. Further, the Court approves a service award of \$_____ for
20 Plaintiff Eric Blomquist. The Class Representative participated in the action,
21 acted to protect the Class, and assisted his counsel. The service award, which is
22 fair, reasonable, and justified, is to be paid in accordance with the terms of the
23 Settlement Agreement. *Rodriguez*, 563 F.3d at 958–59.

24 15. The Court has considered all relevant factors and hereby approves
25 _____ as the designated *cy pres* recipient of money (if any)
26 remaining after the negotiation period of the Cash Payments in accordance with

1 the Settlement Agreement. *See* ECF No. _____ (Declaration of _____ in
2 Support of Cy Pres Designation of _____); *Nachsin v. AOL, LLC*,
3 663 F.3d 1034 (9th Cir. 2011); *Six (6) Mexican Workers*, 904 F.2d at 1305.

4 16. The Court hereby dismisses with prejudice this Action, and all
5 Released Claims against each and all Released Parties, and without costs to any
6 of the Parties as against the others.

7 17. Each and every Releasing Party is hereby deemed to have released,
8 waived, forfeited, and is permanently barred and enjoined from initiating,
9 asserting, and/or prosecuting any Released Claim against any Released Party in
10 any court or any forum.

11 18. Without affecting the finality of this order, the Court reserves
12 jurisdiction over the implementation, administration, and enforcement of this
13 Order, the Final Judgment and the Settlement Agreement, in any proceeding,
14 matter or dispute between Defendants, the Class Representative and/or Class
15 Members.

16 19. The Parties and the Settlement Administrator are hereby directed
17 and authorized to implement the settlement according to the terms and provisions
18 of the Settlement Agreement. If any material inconsistencies are discovered
19 between this order and the Settlement Agreement, this order will be dispositive,
20 absent approval and further order by the Court.

21 **IT IS SO ORDERED.**

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24 **HONORABLE STANLEY A. BASTIAN**
UNITED STATES DISTRICT JUDGE

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EXHIBIT A

TIMELY REQUESTS FOR EXCLUSION (“OPT-OUTS”)

1. [ENTER, IF APPLICABLE]